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FREYSSINET SRBIJA DOO
Br. 370 / 23
Datum 27 / 06 - 2023 god.
BEOGRAD

UGOVOR ZA IZVOĐENJE RADOVA NA PREDNAPREZANJU KONSTRUKCIJA MOSTOVA NA BRZOJ PRUZI NOVI SAD – VRBAS-SUBOTICA	**CONSTRUCTION CONTRACT FOR EXECUTION OF POST TENSIONING WORKS - BRIDGES CONSTRUCTIONS ON HIGHSPEED RAILWAY NOVI SAD-VRBAS-SUBOTICA**
Zaključen u Beogradu dana 27.06.2023. između:	Entered into in Belgrade, on June 27, 2023, by and between:
– **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD,** matični broj 29507031, PIB 109874997, Batajnički drum 3 deo 6 A, 11080 Zemun – Beograd, (u daljem tekstu: **Glavni Izvođač)** koga zastupa zastupnik ogranka stranog pravnog lica gospodin Zhongzheng Chen	– **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD,** registration number 29507031, TIN 109874997, Batajnički drum 3 deo 6 A, 11080 Zemun – Belgrade, (hereinafter referred to as: **the Contractor**) represented by the legal representative of the branch of the foreign legal entity Mr. Zhongzheng Chen
i	and
FREYSSINET SRBIJA DOO, 22. Oktobra br. 15, Zemun, 11080, matični broj 21575496, PIB 111933613 (u daljem tekstu **Podizvođač**) koga zastupa direktor Miodrag Stanković.	**FREYSSINET SRBIJA DOO, 22. Oktobra br. 15, Zemun, 11080,** registration number 21575496, TIN 111933613 (hereinafter referred to as: **the Subcontractor**), represented by director Miodrag Stanković.
Glavni Izvođač i Podizvođač zajedno se u daljem tekstu nazivaju **Ugovorne strane** i pojedinačno **Ugovorna strana**.	The Contractor and the Subcontractor hereinafter collectively referred to as the **"Parties"** or individually as the **"Party"**.
Imajući u vidu:	Whereas:
- Da je Glavni Izvođač angažovan od strane China Railway International Corporation LTD & China Communication Construction Company LTD , (u daljem tekstu Investitor) na projektu Izgradnja Brze Pruge Beograd-Subotica-Državna Granica (Kelebija), Deonica Pruge: Novi Sad – Subotica-Državna Granica (Kelebija) (u daljem tekstu: Projekat),	- The Contractor has been engaged by China Railway International Corporation LTD & China Communication Construction Company LTD (hereinafter referred to as: the Main Contractor) on the project: BELGRADE - SUBOTICA - STATE BORDER (KELEBIA) RAILWAY LINE SECTION: NOVI SAD - SUBOTICA - STATE BORDER (KELEBIA)" (hereinafter referred to as: the **Project**),
- Da u cilju izvođenja specifičnih radova na Projektu, Glavni Izvođač angažuje Podizvođača za izvođenje radova u svemu kako je definisano Ponudom Podizvođača br. REF: 2352-PT REV.1 od 19.06.2023. godine, a sve u skladu sa ovim Ugovorom;	- For requirements of the execution of specific works on the Project, the Contractor is contracting the Subcontractor for execution of works, all as defined in Subcontractor's Offer no. REF: 2352-PT REV.1 dated June 19, 2023, and all in accordance with this Contract.
stoga su se Ugovorne strane sporazumele kao što sledi:	now, therefore, the Parties have agreed as follows:
DEFINICIJA POJMOVA	**DEFINITION OF TERMS**
Član 1.	**Article 1**

Pojmovi u ovom Ugovoru imaju sledeće značenje:	The terms used in this Contract have following meanings:
1.1. Glavni Izvođač: – CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, matični broj 29507031, PIB 109874997, Batajnički drum 3 deo 6 A, 11080 Zemun – Beograd, koga zastupa zastupnik ogranka stranog pravnog lica gospodin Zhongzheng Chen	1.1. Contractor: – CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, registration number 29507031, TIN 109874997, Batajnički drum 3 deo 6 A, 11080 Zemun – Belgrade, represented by the legal representative of the branch of the foreign legal entity Mr. Zhongzheng Chen
1.2. Podizvođač: FREYSSINET SRBIJA DOO, 22. Oktobra br. 15, Zemun, 11080, matični broj 21575496, PIB 111933613 - registrovan po važećim propisima Republike Srbije, koga zastupa direktor Miodrag Stanković;	1.2. Subcontractor: FREYSSINET SRBIJA DOO, 22. Oktobra br. 15, Zemun, 11080, registration number 21575496, TIN 111933613 - registered under the applicable regulations of the Republic of Serbia, represented by director Miodrag Stanković;
1.3. Ugovorne strane: označava Glavnog Izvođača i Podizvođača;	1.3. Contracting Parties: means Contractor and Subcontractor;
1.4. Radovi: označavaju izvođenje građevinskih radova na prednaprezanju konstrukcija mostova na Brzoj pruzi Novi Sad – Subotica, na Sekciji: Novi Sad – Vrbas i to na: - nadvožnjak na km120+571.31, - nadvožnjak na km125+191.62, - nadvožnjak na km126+976.1 a sve prema specifikaciji materijala, opreme i radova koja je data u Ponudi br. REF: 2352-PT REV.1 od 19.06.2023. godine, koja čini sastavni deo ovog Ugovora kao Prilog 1;	1.4. Works: means execution of construction works on posttensioning – prestressing works of the constructions of bridges on the Highspeed Railway Novi Sad – Subotica, on Section: Novi Sad - Vrbas, namely on: - km120+571.31 overpass, - km125+191.62 overpass, - km126+976.1 overpass all in accordance with the specification of materials, equipment and works given in the Offer no. REF: 2352-PT REV.1 dated June 19, 2023, that constitutes an integral part of this Contract as Appendix 1. to this Contract.
1.5. Ugovorena cena: znači cenu za izvođenje Radova koja je ugovorena po „po jedinici mere“ kako je utvrđeno Ponudom;	1.5. Contracted Price: means price for the execution of Works contracted as per "Unit rate price " as defined in the Offer.
1.6. Klauzula „jedinica mere“: znači realizaciju svih radova koji su predmet ovog Ugovora, po ceni koja će konačno biti utvrđena na osnovu stvarno izvedenih količina radova po jediničnim cenama datim u Ponudi;	1.6. Clause „Unit rate price “: means the execution of all the works subject matter of this Contract, for the price to be finally determined based on executed quantities of works under Measurement Units prices given in the Offer;
1.7. Ponuda - Ponuda Podizvođača broj REF: 2352-PT REV.1 od 19.06.2023. godine, koja je data kao Prilog 1. ovog Ugovora i čini njegov sastavni deo;	1.7. Offer – Subcontractor's Offer no. REF: 2352-PT REV.1 dated June 19, 2023, given in Appendix 1. to this Contract forming an integral part hereof;
1.8. Nalog za Izmenu: pisana instrukcija Glavnog Izvođača koja se daje Podizvođaču za izvršenje izmene Radova koji nisu obuhvaćeni Ponudom Podizvođača;	1.8. Variation Order: Contractor's written order given to the Subcontractor for the execution of modification works which are not covered by the Offer;

1.9. Situacija: mesečni račun koji je odobrio Glavni Izvođač, a koji sadrži detaljan prikaz obračuna izvedenih radova prema Građevinskoj knjizi;	1.9. Payment Certificate: monthly invoice which is approved by the Contractor and which contains a detailed overview of calculation of executed works based on the Construction Log;
1.10. Projektna dokumentacija: označava svu izrađenu i potvrđenu dokumentaciju po Zakonu o planiranju i izgradnji Republike Srbije;	1.10. Design Documentation: means all prepared and confirmed documentation according to the Law on Planning and Construction of the Republic of Serbia;
1.11. Ugovor: označava ovaj Ugovor sa svim prilozima, sastavnim delovima i eventualnim dodacima, koji će biti zaključeni između Ugovornih strana tokom gradnje;	1.11. Contract: means this Contract and all its appendices, component parts and any additions, which will be concluded by and between the Parties during construction;
1.12. Dozvole: označava akte državnih organa koji utiču na tok ugovorenih Radova;	1.12. Permits: means acts of state authorities which influence the course of contracted Works;
1.13. Protokol: označava svaki pismeni akt, potpisan od strane Ugovornih strana a koji se odnosi na konstatacije u vezi sa sprovođenjem ovog Ugovora. Protokol mora da bude napisan na srpskom / engleskom jeziku;	1.13. Protocol: means any written document, signed by the Parties, which refers to statements relating to the implementation of this Contract. The protocol must be written in Serbian / English language;
1.14. Avansno plaćanje: predstavlja avansni iznos koji Glavni Izvođač plaća Podizvođaču u skladu sa ovim Ugovorom, a za koji Podizvođač mora obezbediti odgovarajuću Garanciju za povraćaj avansa;	1.14. Advance Payment: represents the amount of advance payment that Contractor pays to the Subcontractor in accordance with this Contract, and for which the Subcontractor must provide adequate Advance payment guarantee;
1.15. Garancija za dobro izvršenje posla: znači garancija za dobro izvršenje posla koju je Podizvođač dužan da preda Glavnom Izvođaču u skladu sa članom 9.2 dole;	1.15. Performance Guarantee: means financial security instrument Subcontractor is requested to submit to the Contractor in accordance with Article 9.2 below;
1.16. Garancija za otklanjanje nedostataka u garantnom roku: znači garancija koju je Podizvođač dužan da preda Glavnom Izvođaču u skladu sa odredbom člana 9.3 dole;	1.16. Warranty Guarantee: means financial security instrument Subcontractor is requested to submit to the Contractor in accordance with the provision of the Article 9.3 below;
1.17. Garancija za povraćaj avansa: garancija koju je Podizvođač dužan da preda Glavnom Izvođaču u skladu sa odredbom člana 9.1 dole;	1.17. Advance Payment Guarantee: means security instrument Subcontractor is obliged to submit to the Contractor in accordance with the provision of the Article 9.1 below;
1.18. Zapisnik o primopredaji: dokument sačinjen između Glavnog Izvođača i Podizvođača na dan primopredaje Radova u kome se konstatuju svi radovi koji su izvršeni kao i svi nedostaci koje je Podizvođač dužan da otkloni;	1.18. Taking-Over Certificate: document drawn up between the Contractor and the Subcontractor on the day of handover of the works which specifies all executed works as well as all defects which the Subcontractor is obliged to remedy;

1.19. Garantni period – Rok za otklanjanje nedostataka: označava period od 24 meseca od datuma potpisivanja Zapisnika o primopredaji radova ili isteka roka za njegovo potpisivanje, u kom periodu je Podizvođač u obavezi da se odazove na poziv Glavnog Izvođača da otkloni nedostatke na Radovima u skladu sa ovim Ugovorom.	1.19. Defects Notification Period: means the period of 24 months after the date of signing of the Taking Over Certificate or from the lapse of the period for its signing, during which period the Subcontractor is obliged to respond to the request from the Contractor to make good defects on Works in accordance with this Contract.
PREDMET UGOVORA	**SUBJECT MATTER OF THE CONTRACT**
Član 2.	**Article 2**
2.1. Predmet ovog Ugovora je izvođenje Radova kako su definisani u odredbi 1.4 ovog Ugovora, a sve u skladu sa specifikacijama materijala, opreme i radova i ostalim uslovima definisanim u Ponudi.	2.1 The subject matter of the Contract is execution of Works as defined in provision 1.4 of this Contract, all in accordance with the specifications of materials, equipment and works and other terms defined in the Offer.
VREDNOST RADOVA - CENA	**VALUE OF WORKS - PRICE**
Član 3.	**Article 3**
3.1 Ugovorena vrednost Radova iznosi: **223.654,64 evra** (dvestotinedvadesettrihiljadešestotinapedesč etri i 64/100 evra), sve u skladu sa pregledom materijala i količina datim u Ponudi.	3.1 Contracted value of the works is: **EUR 223.654,64** (euro: two hundred twenty three thousand six hundred fifty four and 64/100), all in accordance with specification of materials and quantities – given in the Offer.
3.2 Cena je ugovorena kao cena po jedinici mere, u skladu sa Ponudom.	3.2 The price is agreed as Unit rate price contract in accordance with the Offer.
3.3 Cena je data bez PDV-a	3.3 Price is without VAT.
3.4 Ukupne količine i konačna vrednost radova i cena će biti utvrđena u okončanoj situaciji, a na osnovu stvarno izvedenih količina radova i jediničnih cena.	3.4 Total quantities and total value and price shall be determined in the final payment certificate, based on the actually performed quantities of works and unit prices.
3.5 Ugovorene jedinične cene su fiksne i nepromenljive osim pod uslovima navedenim u Ponudi.	3.5 Contracted unit prices are fixed and unchangeable except under conditions stipulated in the Offer.
3.6 Obračun radova vršiće se prema stvarno izvedenim količinama koje će se overavati kroz građevinsku knjigu i jediničnim cenama iz Ponude Podizvođača.	3.6 Calculation of works shall be carried out according to the actual quantities executed that will be certified through the Building book and unit prices from Offer of the Subcontractor.
3.7 Jediničnom cenom obuhvaćeni su: nabavka, isporuka i ugradnja materijala/opreme, sav potreban alat i pomoćni materijali potrebni za izvođenje predmetnih radova u skladu sa Ponudom.	3.7 Unit price include: supply, delivery and installation of materials/equipment, all necessary tools and auxiliary materials required for execution of the works as defined in the Offer.

ROKOVI IZVOĐENJA RADOVA	TERM FOR EXECUTION OF WORKS
Član 4.	**Article 4**
4.1 Rok za isporuku elemenata sistema i svog potrebnog materijala i opreme za početak Radova je od 4 - 8 nedelja od plaćanja avansa, sve u skladu sa ograničenjima iz Ponude.	4.1 The deadline for the delivery of all necessary materials and equipment for the commencement of Works is within 4-8 weeks after payment of the advance payment, all in accordance with the limitations from the Offer.
4.2 Podizvođač će sve Radove izvesti u roku od 3 meseca od datuma početka pred-naprezanja prvog nosača na Radovima i pod uslovima da Glavni Izvođač uredno i blagovremeno izvršava svoje obaveze po Ugovoru koje su detaljno navedene u Ponudi, a koje su potrebne radi blagovremenog izvođenja Radova Podizvođača po ovom Ugovoru.	4.2 The Subcontractor shall execute the Works within 3 months from the date of stressing the first girder and under condition that the Contractor duly and in a timely manner executes its obligations arising from this Contract, which are given in details in the Offer, and which are needed for timely execution of Works by the Subcontractor under this Contract.
4.3 Radovi koji su predmet ovog Ugovora su završeni kada Glavni Izvođač i Podizvođač potpišu Zapisnik o primopredaji, odnosno kada istekne rok za njegovo potpisivanje u skladu sa odredbom 12.4 ovog Ugovora.	4.3 Works that are the subject of this Contract are completed when the Contractor and the Subcontractor sign Taking-Over Certificate i.e. after the lapse of the deadline for its signature in accordance with provision 12.4 of this Contract.
4.4 Rok završetak radova se može produžiti samo zbog: a) Izmena, korekcija od strane Glavnog Izvođača, b) Više sile. Pod višom silom podrazumeva se izuzetni događaj ili okolnost koja je (kumulativno): o van kontrole Ugovorne strane, o koju Ugovorna strana objektivno nije mogla da spreči pre sklapanja Ugovora, o koji, nakon pojave, Ugovorna strana nije mogla na razuman način da izbegne ili savlada i o koji se ne može u bitnoj meri pripisati drugoj Strani. Viša sila može da obuhvati, ali ne i isključivo, sledeće izuzetne događaje ili okolnosti pod uslovom da su ispunjeni svi uslovi od a) do d) gore navedeni: rat, pobuna, terorizam, revolucija, štrajkovi, elementarna nepogoda koja za posledicu ima proglašenje vanredne situacije.	4.4 Time for Completion may be extended only due to: a) Changes, alterations by the Contractor, b) Force Majeure. Force Majeure" means an exceptional event or circumstance (cumulative): o which is beyond a Party's control, o which such Party could not reasonably have prevented before entering the Contract, o which, having arisen, such Party could not reasonably have avoided or overcome, and o which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (b) above are satisfied: war, rebellion, terrorism, revolution, strikes, natural disasters that result in the declaration of the state of emergency.
4.5 Period za otklanjanje nedostatka po ovom Ugovoru je dve (2) godine od dana primopredaje Radova izvršene između Glavnog Izvođača i Podizvođača, uz obavezu	4.5 The Defect Liability Period under this Contract is two (2) years from the date of taking-over of the Works to take place between Contractor and

Podizvođača da na prvi poziv Glavnog Izvođača otkloni eventualne nedostatke.

NALOZI ZA IZMENU

Član 5.

5.1 Glavni Izvođač može zahtevati sve do potpisivanja Zapisnika o primopredaji izmene Radova putem izdavanja Naloga za Izmenu. Podizvođač je obavezan da izvrši svaku Izmenu u skladu sa Nalogom za Izmenu koja je u vezi sa Radovima. Glavni Izvođač će platiti Podizvođaču radove po Nalogu za Izmenu u skladu sa ugovorenim pozicijama radova ili po dopunskoj ponudi Podizvođača.

5.2 Glavni Izvođač može zahtevati od Podizvođača predlog za izvršenje Izmene pre izdavanja Naloga za Izmenu u kom slučaju Podizvođač podnosi Glavnom Izvođaču svoj pisani predlog za izvršenje izmene u roku i prema detaljima sadržanim u takvom zahtevu.

5.3 Podizvođač može u bilo kom trenutku podneti Glavnom Izvođaču, pisani predlog koji bi, po mišljenju Podizvođača, po usvajanju ubrzao završetak, smanjio trošak Glavnom Izvođaču u vezi sa izvršenjem, održavanjem ili upravljanjem Radova, poboljšao efikasnost ili vrednost završenih Radova ili na drugi način koristio Glavnom Izvođaču. Podizvođač će takođe sarađivati sa osobljem Investitora kako bi se odredio obim i efekat takvog predloga, a prema Instrukcijama Glavnog Izvođača.

5.4 Nijedna izmena ili prepravka Radova neće biti izvršena bez prethodno izdatog Naloga za Izmenu od strane Glavnog Izvođača.

5.5 Izmena može opravdati odgovarajuće povećanje ili smanjenje Ugovorene vrednosti, u zavisnosti od slučaja, pod uslovom da takva Izmena podrazumeva:
a) izmenu ukupne količine Radova;
b) bitnu promenu u kvalitetu Radova, materijala ili bilo kog drugog elementa Radova;

Subcontractor, with the obligation of the Subcontractor to eliminate any complaint upon the first invitation from the Contractor.

VARIATION ORDERS

Article 5

5.1 The Contractor may require changes at any time prior to issuing the Taking-Over Certificate for the Works by issuing a Variation Order. The Subcontractor is obliged to carry out any material changes in accordance with the Variation Order related to the Works. The Contractor shall pay to the Subcontractor for the works as per Variation Order in accordance with the contractual positions of work or a supplementary offer of the Subcontractor.

5.2 The Contractor may require the Subcontractor's proposal for the execution of a Variation prior to the issuance of the Variation Order, in which case the Subcontractor shall submit to the Contractor its written proposal to execute the Variation within time and according to the details contained in such Variation Order.

5.3 The Subcontractor may, at any time, submit to the Contractor a written proposal which, in the Subcontractor's opinion will, if adopted, accelerate completion, reduce the cost to the Contractor of executing, maintaining or operating the Works, improve the efficiency or value to the Contractor of the completed Works, or otherwise be of benefit to the Contractor. The Subcontractor shall also cooperate with the Contractor's personnel in order to determine the scope and effect of such a proposal, and according to the Instructions of the Contractor.

5.4 No changes or modification works shall be carried out without a previously issued Variation Order by the Contractor.

5.5 Variation may be justified by a corresponding increase or decrease in the Estimated Price, depending on the case, provided that such Variation includes:
a) change of the total quantities of the Works;
b) a fundamental change in the quality of Works, materials or any other element of the Works;
c) addition of new elements to the Works.

c) dodatak novih elemenata Radovima.

NAČIN I USLOVI PLAĆANJA

Član 6.

6.1 Glavni Izvođač će izvršiti plaćanje Avansa u iznosu od 30% Ugovorene vrednosti tj. iznos od 67.096,39 evra: šezdesetsedamhiljadadevedesetšest i 39/100 evra), u roku od 15 dana od dana kada Podizvođač dostavi Garanciju za povraćaj avansa u skladu sa čl. 9.1. Ugovora.

6.2 Podizvođač se obavezuje da će ugovorene Radove obračunavati u privremenim situacijama u skladu sa Radovima realizovanim po građevinskoj knjizi i da će primljeni avans pravdati odbijanjem 30% dugovanog iznosa od iznosa za radove izvedene i obračunate kroz svaku ispostavljenu situaciju i koja se fakturiše za radove po tekućoj situaciji.

6.3 Podizvođač će Ovlašćenom predstavniku Glavnog Izvođača dostavljati Situacije (privremene ili okončanu) u 4 primerka, svakog prvog u mesecu za Radove izvedene u prethodnom mesecu u kojima se prikazuje do detalja iznos na koje Podizvođač smatra da ima pravo.

6.4 Glavni Izvođač će u najkraćem roku od prijema situacije istu pregledati i overiti, a situacije plaćati najkasnije u roku od 30 dana od datuma prijema konkretne Situacije, odnosno odgovarajuće fakture za konkretnu Situaciju.

6.5 Za svaku Privremenu situaciju, Podizvođač je dužan da izda fakturu, koju je Glavni Izvođač dužan da plati najkasnije u roku od 30 dana od dana prijema fakture od strane Izvođača.

6.6 U pogledu fakture, neophodno je:
- da iznos na fakturi odgovara iznosu navedenom u Privremenoj situaciji;
- da se faktura poziva na Privremenu situaciju na koju se odnosi; i,
- da se originalni primerci fakture dostave na adresu kancelarije Glavnog Izvođača u Vrbasu.

PAYMENT TERMS

Article 6

6.1 The Contractor shall make Advance Payment in the amount of 30% of Contracted Price i.e. amount of 67,096.39 EUR (euro: sixty seven thousand ninety six and 39/100), within 15 days after the Subcontractor has submitted Advance Payment Guarantee in accordance with Article 9.1. of the Contract.

6.2 The Subcontractor agrees to measure the contracted works through Interim Payment Certificates in accordance with the works executed according to the Construction Log and to justify the Advance Payment through the submitted Certificates by deduction of the 30% of the amount for works executed and due to the Subcontractor in each respective invoice for works in the current Certificate.

6.3 The Subcontractor shall submit 4 copies of the Payment Certificate (Interim or Final) to the Responsible Project Leader, at the first of each month for the Works completed within the previous month, which shows in detail the amount to which the Subcontractor considers himself entitled.

6.4 Responsible Project Leader shall promptly upon receipt of the Certificate review and certify and shall effect payment of the Certificate latest within 30 days from the date of receipt of particular Certificate, i.e. from the date of receipt of respective Invoice for particular Certificate.

6.5 For each Interim Payment Certificate, the Subcontractor shall issue an Invoice which becomes due for payment by the Contractor latest by expiry of 30th day after the Contractor receive the respective Invoice.

6.6 The invoice amount must:
- correspond to the amount stated in the Interim Payment Certificate;
- quote the Interim Payment Certificate to which it relates and,
- original copies to be delivered to the Contractor Vrbas office.

6.7 Fakturisanje po situacijama se vrši u dinarima po prodajnom kursu Narodne banke Srbije na dan fakturisanja.

6.8 Podizvođač se obavezuje da u roku od 5 dana od datuma potpisivanja Zapisnika o primopredaji podnese Glavnom Izvođaču Okončanu situaciju u 4 primerka sa pratećom dokumentacijom gde se prikazuju:
a) vrednost svih izvedenih radova u skladu sa Ugovorom i
b) svi ostali iznosi na koje Podizvođač pretenduje u skladu sa Ugovorom ili po nekom drugom osnovu.

6.9 Ako Podizvođač ne podnese Okončanu situaciju u navedenom roku, Glavni Izvođač ima pravo da obračuna Okončanu situaciju na iznos koji bude smatrao objektivno dospelim i Podizvođač neće imati bilo kakvih potraživanja nakon toga.

6.10 Okončana situacija dospeva za plaćanje u roku od 15 dana od izdavanja, pod uslovom da je Podizvođač prethodno dostavio sredstva obezbeđenja za garantni rok u skladu sa čl. 9.3.

6.11 Plaćanje će se vršiti na tekući račun Podizvođača po prodajnom kursu Narodne banke Srbije na dan plaćanja.

OBAVEZE PODIZVOĐAČA

Član 7.

7.1 Podizvođač je dužan da pravovremeno ispuni sve obaveze prema ovom Ugovoru, Ponudom i u skladu sa pravilima struke, važećim tehničkim propisima i standardima, zakonima i podzakonskim aktima Republike Srbije.

7.2 Podizvođač se obavezuje da uredno vodi građevinsku knjigu i ostale evidencije u skladu sa zakonima Republike Srbije, uz svu potrebnu dokumentaciju ugradnje elemenata, kao dokaznicu izvršenih Radova za obračun.

7.3 Podizvođač je u obavezi da ima odgovorno lice na gradilištu koje će koordinirati radom svih

6.7 Invoicing through Certificates is made in dinars according to the middle exchange rate of the National Bank of Serbia on the day of invoicing.

6.8 The Subcontractor shall, within 5 days from the date of signing of the Taking-Over Certificate, submit 4 copies of Final Payment Certificate to the Contractor with the supporting documentation specifying:
a) The value of all executed Works under the Contract, and
b) Other amounts the Subcontractor claims in accordance with the Contract or on any other basis.

6.9 If the Subcontractor fails to submit Final Payment Certificate within a specified period, the Contractor has the right to calculate Final Payment Certificate in the amount of which the Engineer considers objectively due and the Subcontractor shall not have any claims thereafter.

6.10 Final Payment Certificate is due for payment within 15 days of issuance, provided that the Subcontractor has previously submitted Warranty Guarantee in accordance with Article 9.3.

6.11 Payment shall be made on the Subcontractor's bank account at the middle exchange rate of the National Bank of Serbia on the date of payment.

SUBCONTRACTOR'S OBLIGATIONS

Article 7

7.1 The Subcontractor is obliged to fulfil all its obligations pursuant to this Contract, Offer in a timely manner and in accordance with the professional standards, applicable technical rules and standards, laws and by-laws of the Republic of Serbia.

7.2 The Subcontractor shall keep the Construction Log regularly and other records in accordance with the laws of the Republic of Serbia, along with all required documentation for installation of elements, as the evidence of executed Works for the calculation.

7.3 The Subcontractor is required to have a responsible person on site who will coordinate the works of all the teams in shifts, all the

ekipa, svim potrebnim aktivnostima i koje će voditi komunikaciju sa Upravom gradilišta.	necessary activities, and who will lead the communication with the Site Management.
7.4 Podizvođač je dužan da obezbedi sigurnost svojih radnika i radnika svojih podPodizvođača, odgovarajuće osiguranje, ateste i skladištenje svih materijala i sl. tako da Glavni Izvođač bude oslobođen svih odgovornosti prema državnim organima što se tiče bezbednosti, propisa o zaštiti životne sredine i radno pravnih propisa za celo vreme izvođenja Radova do predaje Radova Glavnom Izvođaču sa Zapisnikom o primopredaji.	7.4 The Subcontractor shall ensure the safety of its employees and employees of its sub-Subcontractors, adequate insurance, certificates and storage of all materials and the like, so that the Contractor is freed from all responsibility towards state authorities with respect to the safety, regulations on environmental protection and labour law regulations during the entire time of the execution of Works until submission of Works to the Contractor with Taking-Over Certificate.
7.5 Podizvođač se obavezuje da će u periodu za otklanjanje nedostataka na poziv ovlašćenog lica Glavnog Izvođača pristupiti otklanjanju nedostataka najkasnije u roku od 8 dana nakon prijema pismenog obaveštenja Glavnog Izvođača.	7.5 The Subcontractor commits that, during Defects Liability Period, at the invitation of the Contractor's authorized person, he shall access the site to remedy defects within 8 days after receipt of written notice from the Contractor at the latest.
7.6 Podizvođač je dužan da blagovremeno dostavi Glavnom Izvođaču dokumentaciju navedenu u Ponudi za ugrađene materijale i izvršene Radove po ovom Ugovoru, za potrebe Zapisnika o primopredaji Tehničkog pregleda i prijema objekta.	7.6 The Subcontractor shall promptly provide all documents specified in the Offer for built-in materials and Works executed under this Contract, for the purposes of the issuing of Taking-Over Certificate, Technical Inspection and acceptance of the works.
7.7 Obaveza Podizvođača je izrada izveštaj o prednaprezanju nakon kompletiranja svake faze utezanja kablova.	7.7 Subcontractor's obligation is to the report of prestressing after completion of each phase of tensioning of cables.
7.8 Sva oprema za utezanje kablova mora biti kvalitetna, baždarena, kalibrisana i spremna za izvođenje radova. Sav kadar na utezanju mora biti visokog kvaliteta	7.8 All equipment for tensioning cables must be of high quality, adjusted, calibrated and ready for execution of Works. All staff working on tensioning must have high degree of expertise.
OBAVEZE GLAVNOG IZVOĐAČA	**CONTRACTOR'S OBLIGATIONS**
Član 8.	**Article 8**
8.1 Glavni Izvođač će u roku od 15 dana od dana zaključenja ovog Ugovora Podizvođaču dostaviti potrebnu Projektnu dokumentaciju za početak izvođenja Radova u skladu sa zakonom i kako je precizirano u Ponudi.	8.1 The Contractor shall within 15 days of the date of this Contract deliver to the Subcontractor the necessary Design documentation for the beginning of execution of Works in accordance with the law and as specified in the Offer.
8.2 Glavni Izvođač će platiti Avans Podizvođaču u skladu sa odredbom 6.1 ovog Ugovora odmah, a najkasnije u roku od 15 dana od dana kada Podizvođač dostavi Glavnom Izvođaču Garanciju za pravdanje Avansa u skladu sa odredbom 9.1ovog Ugovora	8.2 The Contractor shall affect payment of the Advance payment in accordance with the provision 6.1 of this Contract, immediately but not later than 15 days after the Subcontractor delivers Advance Payment Guarantee to the Contractor, in accordance with provision 9.1 of this Contract.

8.3 Glavni Izvođač je dužan da u rokovima plaća overene situacije u skladu sa članom 6. ovog Ugovora.

8.4 Glavni Izvođač je dužan pravovremeno ispuniti sve obaveze prema Ugovoru i sve obaveze navedene u tački 5.2 Ponude. Radi izbegavanje sumnje sve stavke (obaveze) koje su u skladu sa tačkom 5.2 Ponude navedene kao obaveze Glavnog Podizvođača predstavljaju obaveze koje treba da budu ispunjene od strane Glavnog Izvođača iz ovog Ugovora.

8.5 Glavni Izvođač se obavezuje da u svemu izvršava ostale svoje obaveze iz ovog Ugovora od kojih zavise i Radovi Podizvođača, da odredi svog ovlašćenog predstavnika - Nadzor, da potpisuje Građevinsku knjigu, Građevinski dnevnik, da blagovremeno overava privremene i okončanu situaciju, kao i da vrši plaćanja iz ovog Ugovora u rokovima i na način definisan ovim Ugovorom.

8.6 Glavni Izvođač se obavezuje da odmah, a najkasnije u roku od 15 (petnaest) dana od upisa završetka radova od strane Podizvođača u Građevinskom dnevniku, izvrši primopredaju Radova iz ovog Ugovora i da u istom roku potpiše sa Podizvođačem Zapisnik o primopredaji radova.

8.7 Glavni Izvođač će imenovati odgovorno lice - Nadzor na gradilištu koji ima pravo da prihvati i da daje izjave u ime Glavnog Izvođača. Ova osoba je u isto vreme predstavnik Glavnog Izvođača a koji je odgovoran za obaveze dodeljene Glavnom Izvođaču u odnosu na Podizvođača.

8.8 Osiguranje radova je obaveza Glavnog Izvođača koji je dužan da osigura radove Podizvođača ili obezbedi da radovi su pokriveni polisom osiguranja koju je obezbedio Glavni Izvođač prema uslovima svog ugovora sa Glavnim Podizvođačem. Na zahtev Podizvođača, Glavni Izvođač će Podizvođaču dostaviti primerak CAR polise kojom su obuhvaćeni radovi Podizvođača.

SREDSTVA OBEZBEĐENJA

8.3 The Contractor shall pay the Payment Certificates in accordance with Article 6 of this Contract.

8.4 The Main Contractor shall promptly fulfil all its obligations under this Contract and all obligations specified in provision 5.2 of the Offer. For the avoidance of doubt, all items (obligations) that are in accordance with point 5.2 of the Offer stated as items (obligations) to be provided by the Contractor, represent the obligations that are to be fulfilled by the Contractor under this Contract.

8.5 Contractor is obliged to execute in all aspects its obligations from this Contract which have impact on the Works of the Subcontractor, to appoint its authorized representative - Supervisor, to sign Measurement Book, Construction Log, to sign in timely manner interim payment certificates and final payment certificate and to effect payment from this Contract within deadlines and in the manner defined in this Contract,

8.6 The Contractor is obliged to, immediately or latest within 15 (fifteen) days after the evidencing of finalization of works by the Subcontractor in the Construction Log, to perform taking over of the Works from this Contract and within same time limit to sign the Taking Over certificate with the Subcontractor

8.7 The Contractor shall appoint the responsible person - Supervisor on construction site who is entitled to make and to accept statements in the name of the Contractor. This person is at the same time the Contractor's representative who is responsible for the obligations assigned to the Contractor in respect of the Subcontractor.

8.8 The insurance of works is the obligation of the Contractor who is obliged to ensure the works of the Subcontractor or to ensure that the works are covered by the insurance policy provided by the Contractor according to the conditions of its contract with the Contractor. On the Subcontractor's request, the Contractor shall forward to the Subcontractor the copy of the CAR policy by which the works of the Subcontractor are insured.

FINANCIAL SECURITY INSTRUMENTS

Article 9

Član 9.	
9.1 Podizvođač je dužan da u roku od 28 dana od datuma potpisivanja Ugovora, a pre uplate avansa, obezbedi u korist Glavnog Izvođača bankarsku Garanciju za povraćaj avansa prema tekstu iz Priloga 3. Garancija za povraćaj avansa biće izdata u visini ukupnog iznosa avansnog plaćanja, sa rokom važenja do datuma potpisivanja Zapisnika o primopredaji. Garancija za povraćaj avansa će biti vraćena Isporučiocu nakon što celokupan iznos avansa bude opravdan kroz privremene i okončanu situaciju u skladu sa čl. 6.	9.1 The Subcontractor shall, within 28 days from the date of signing the Contract, and before the payment of the advance payment, provide for the benefit of the Contractor, the Advance Payment Guarantee referred to in Appendix 3. Advance Payment Guarantee shall be issued in the total amount of the Advance Payment, with a validity period until the date of signing of the Taking-Over Certificate. The Advance Payment Guarantee shall be returned to the Subcontractor after full the amount of the advance is justified through the interim and final certificate in accordance with Article 6.
9.2 Podizvođač je dužan da u roku od 28 dana od dana zaključenja Ugovora, obezbedi u korist Glavnog Izvođača bezuslovnu bankarsku Garanciju za dobro izvršenje posla naplativu na prvi poziv, bez protesta. Garancija za dobro izvršenje posla biće izdata u visini od 10% vrednosti Radova i sa rokom važenja 30 dana posle datuma potpisivanja Zapisnika o primopredaji.	9.2 The Subcontractor shall, within 28 days of the conclusion of this Contract, provide for the benefit of the Contractor, the unconditional and payable at first call without protest Performance Guarantee. Performance Guarantee shall be issued in the amount of 10% of the value of Works and with a validity period 30 days after the date of signing of the Taking-Over Certificate.
9.3 Podizvođač je dužan da u roku od 30 dana od dana potpisivanja Zapisnika o primopredaji, obezbedi u korist Glavnog Izvođača bezuslovnu bankarsku Garanciju za otklanjanje nedostataka u garantnom roku. Garancija za otklanjanje nedostataka u garantnom roku biće izdata u visini od 5% ukupnog iznosa kumulativa Okončane situacije, naplativa na prvi poziv, bez protesta. Bankarska garancija mora biti izdata s rokom važenja 24 meseca računajući od datuma potpisivanja Zapisnika o primopredaji i početka zvaničnog garantnog roka u skladu sa čl. 14.1.	9.3 The Subcontractor shall, within 30 days of the signing of the Taking-Over Certificate, provide for the benefit of the Contractor unconditional Defects Notification Period Guarantee (Warranty Guaranty). The Defects Notification Period Guaranty shall be issued in the amount of 5% of the total cumulative amount of the Final Certificate, payable at first call without protest. The bank guarantee must be issued with a validity period of 24 months from the date of signing of the Taking-Over Certificate and the start of the official warranty period in accordance with Article 14.1.
9.4 Nakon potpisivanja ugovora, Podizvođač će Izvođaču dostaviti Garanciju za otklanjanje nedostataka u garantnom roku.U slučaju da Podizvođač ne dostavi Glavnom Izvođaču Garanciju za otklanjanje nedostataka u garantnom roku kao što je napred navedeno, Glavni Izvođač će od Okončane situacije zadržati 5% iznosa kumulativa izvršenih radova. Zadržana sredstva biće vraćena Podizvođaču u roku od 14 dana od dana isteka perioda za otklanjanje nedostataka, umanjeno za iznos bilo kog nerešenog zahteva i umanjeno za iznos troškova popravke bilo kojih nedostataka koji budu otkriveni tokom garantnog perioda koji ne budu otklonjeni od strane Podizvođača.	9.4 After signing the contract, the subcontractor should provide a quality guarantee. In the event that the Subcontractor does not submit the Warranty Guaranty to the Contractor as stated above, the Contractor shall retain 5% of the cumulative for the executed works from the Final Certificate as the collateral for the obligations of the Subcontractor during the warranty period. Retained sum shall be returned to the Subcontractor within 14 days of the expiration of the Defects Notification Period, reduced for the amount of any pending claim and reduced for the amount of the repair costs of any defect discovered during the warranty period that are not remedied by the Subcontractor.

OSOBLJE PODIZVOĐAČA **Član 10.** 10.1 Podizvođač je dužan sve radove realizovati sa stručno kvalifikovanom radnom snagom. 10.2 Podizvođač je dužan da pribavi sve potrebne dozvole za rad u Republici Srbiji za lica koja zaposli, a koja nisu državljani Republike Srbije. 10.3 Podizvođač će poštovati sve važeće zakone o radu koji se primenjuju na radnike Izvođača, uključujući zakone o zapošljavanju, zdravstvenoj zaštiti, bezbednosti na radu, socijalnom osiguranju, imigraciji i emigraciji i poštovaće sva prava koja proističu iz Zakona. Podizvođač će od svojih radnika zahtevati da poštuju sve važeće zakone.	**SUBCONTRACTOR'S PERSONEL** **Article 10** 10.1 The Subcontractor shall execute all works with professional skilled workforce. 10.2 The Subcontractor shall obtain all necessary work permits in the Republic of Serbia for persons it employs and who are not citizens of the Republic of Serbia. 10.3 The Subcontractor shall comply with all applicable labour laws that apply to Subcontractor's workers, including laws on employment, health, safety, social security, immigration and emigration, and shall respect all rights arising from the Law. The Subcontractor shall require from their employees to comply with all applicable laws.
NADZOR I GRAĐEVINSKA DOKUMENTACIJA **Član 11.** 11.1 Ovlašćena lica Ugovornih strana po ovom Ugovoru su: a) Odgovorni vođa projekta i nadzor imenovan od strane Glavnog Izvođača po ovom Ugovoru je: Xu Kun, phone number: 0698073729, email address: xukun@ccecc.rs_____. b) Odgovorni vođa projekta i Odgovorni Podizvođač radova imenovan od strane Podizvođača po ovom Ugovoru je: g. Dejan Avramović. 11.2 Podizvođač je dužan da vodi Građevinsku knjigu i Građevinski dnevnik koji redovno potpisuju ovlašćena lica jedne i druge Ugovorne strane. 11.3 Glavni Izvođač je dužan da obezbedi redovnu overu listova Građevinskog dnevnika od strane Nadzora ili svog ovlašćenog predstavnika.	**SUPERVISION AND CONSTRUCTION SITE DOCUMENTATION** **Article 11** 11.1 Authorized persons of the Parties under this Contract are: a) Responsible Representative of the Contractor and Supervisor named by the Contractor under this Contract is Mr. Xu Kun, phone number: 0698073729, email address: xukun@ccecc.rs b) Responsible Subcontractor and Project Manager appointed by the Subcontractor is Mr. Dejan Avramović. 11.2 The Subcontractor shall keep the Construction Log and Construction Diary which shall be regularly signed by authorized persons of each Contractual Party. 11.3 The Contractor is obliged to secure that the sheets of the Construction Diary are regularly signed by the Supervisor or its authorized representative.
PREUZIMANJE RADOVA I ZAVRŠNI OBRAČUN	**TAKING-OVER AND FINAL PAYMENT** **Article 12** 12.1 The Contractor shall take over the completed Works after the completion of Works is entered

Član 12.

12.1 Glavni Izvođač preuzima izvršene Radove nakon upisa završetka Radova u Građevinskom dnevniku koji vodi Podizvođač po ovom Ugovoru. Preuzimanje se vrši uz Zapisnik o primopredaji, u roku od 8 dana od završetka Radova.

12.2 Podizvođač je dužan da obavesti Glavnog Izvođača o nameri predaje radova najkasnije 5 dana ranije od dana planiranog za primopredaju i istovremeno ga obavesti ko će prisustvovati primopredaji.

12.3 Podizvođač je dužan predati Glavnom Izvođaču svu dogovorenu dokumentaciju za ugrađene materijala u skladu sa Ponudom.

12.4 U slučaju da se Glavni Izvođač ne odazove na poziv Podizvođača da preuzme Radove, smatra se da je Primopredaja izvršena i Zapisnik o primopredaji potpisan protokom roka od 7 dana od dana upisa završetka Radova u Građevinskom dnevniku.

12.5 Završni obračun i plaćanje svih izvedenih radova i dugovanih iznosa utvrdiće se u roku od 5 dana od Primopredaje kroz Okončanu situaciju, u skladu sa odredbama 6.9 i 6.11 ovog Ugovora.

UGOVORNA KAZNA ZA KAŠNJENJE

Član 13.

13.1 U slučaju kašnjenja u završetku radova za koje je odgovoran Podizvođač, Glavni Izvođač je ovlašćen da zahteva od Podizvođača ugovornu kaznu u visini od 0,1% od dogovorene cene za svaki kalendarski dan zakašnjenja računajući od prvog narednog dana koji je u ovom ugovoru utvrđen kao ugovoreni dan završetka Radova. Ukupan iznos ugovorne kazne ne može biti veći od 5% od konačne cene po ovom Ugovoru.

13.2 Naplata ugovorne kazne ne oslobađa Podizvođača od obaveze da izvrši ugovorne obaveze po ovom Ugovoru.

in Construction Diary maintained by Subcontractor hereunder. Such taking-over shall be documented by the Taking-Over Certificate, within 8 days from the day of completion of the Works.

12.2 Subcontractor is required to notify the Contractor of his intention to give over the Works, no later than 5 days before the day of the planned taking-over and provide information about potential witnesses.

12.3 The Subcontractor is obliged to deliver to the Contractor all documentation related to the built-in materials, in accordance with the Offer.

12.4 In the event that the Contractor does not respond to the invitation of the Subcontractor to take over the Works, it shall be deemed that the Taking-over took place and that the Taking-Over Certificate is issued and signed after the lapse of the 7 days deadline from the date of entering of the completion of Works into the Construction Diary.

12.5 Final value and payment of all executed Works and amounts due shall be determined within 5 days from the date of the Taking-Over by Final Payment Certificate in accordance with the provisions 6.9 and 6.11 of this Contract.

PENALTIES FOR DELAY

Article 13

13.1 In the event of delay for which the Subcontractor is responsible, the Contractor is entitled to claim, from the Subcontractor, penalties equal to 0,1% of the estimated contract value, for each calendar day of delay starting on the following day of the agreed date for termination of works. The total amount of the said penalties shall not exceed 5% of the total amount of the Contract.

13.2 Collection of contractual penalty does not release Subcontractor from obligation to fulfil contractual obligations under this Contract.

DEFECTS NOTIFICATION PERIOD AND WARRANTY PERIOD

PERIOD ZA OTKLANJANJE NEDOSTATAKA I GARANTNI ROK **Član 14.**	**Article 14**
14.1 Garantni period za Radove iznosi 2 godine računajući od dana potpisivanja Zapisnika o primopredaji između Glavnog Izvođača i Podizvođača.	14.1 Defects Notification Period for the Works shall be 2 years from the day of execution of the Taking-Over Certificate by Contractor and Subcontractor.
14.2 U garantnom roku Podizvođač je dužan da otkloni sve nedostatke, a koji se odnose na Radove po ovom Ugovoru.	14.2 During the warranty period, Subcontractor shall be required to remedy any and all defects found on Works as defined hereunder.
14.3 Podizvođač je dužan da greške odnosno nedostatke Radova koje ustanovi Glavni Izvođač za vreme izvođenja ili kod preuzimanja i predaje Radova Podizvođača, odmah otkloni. Ukoliko Podizvođač ne pristupi otklanjanju nedostataka u roku od 14 dana od prijema pisanog obaveštenja Glavnog Izvođača, a Glavni Izvođač ima pravo da poveri otklanjanje utvrđenih nedostataka drugom Podizvođaču, a troškovi otklanjanja tih nedostataka padaju na teret Podizvođača po ovom Ugovoru.	14.3 Subcontractor commits to remedy any faults and defects detected by the Contractor during execution of works or at the moment of taking-over, immediately after they have been communicated to him. Should Subcontractor fail to do it within 14 days after reception of the Contractor's written notice about the existence of such faults and/or defects, Contractor shall be entitled to hire another Subcontractor to remedy the detected defects, in which case any remedy related costs shall be borne by Subcontractor.
14.4 Garantni period za isporučene materijale i opremu iznosi 5 godina od dana potpisivanja Zapisnika o primopredaji.	14.4 Warranty period for delivered materials and equipment shall be 5 years from the day of execution of the Taking-Over Certificate by Contractor and Subcontractor.
OBAVEZE KOJE SE TIČU BEZBEDNOSTI I ZDRAVLJA NA RADU **Član 15.**	**OBLIGATIONS CONCERNING HEALTH AND SAFETY OF WORKS** **Article 15**
15.1 U skladu sa Zakonom o bezbednosti i zdravlju na radu („Službeni glasnik Republike Srbije" br. 101/2005) svi Podizvođači koji samostalno obavljaju aktivnosti, u cilju primenjivanja preventivnih mera na gradilištu, je obavezan da dostavi sedam dana pre početka radova sledeću dokumentaciju: – Prijavu gradilišta Odeljenju inspekcije rada; – Elaborat o uređenju gradilišta; – Izjave zaposlenih da su upoznati sa merama bezbednosti i zaštite na radu koje su navedene u Elaboratu o uređenju gradilišta;	15.1 In accordance with the Law of Occupational Health and safety ("Official Gazette of Republic of Serbia" No. 101/2005) all the Subcontractors performing individual works and acting preventively on the construction Site, are obliged to provide the following documentation, at least seven days before the works get started: – Application for the construction site; – Construction Site Management Study; – Declarations of the employees that they are familiar with the measures of occupational health and safety stated in the Study about the management of the construction site; – The decision on the appointed health and safety officer on the site;

- Odluku o imenovanju Lica za organizovanje bezbednosti i zdravlja na radu;
- Odluku o imenovanju Podizvođačevog odgovornog Podizvođača radova;
- Izveštaji o zaposlenima koji su prošli obuku BZR;
- Izveštaji o zaposlenima koji rade na visini i lekarski pregledi zaposlenih koji rade na odgovarajućim radnim mestima;
- Ugovor o radu ili drugi Akt o angažovanju za zaposlene na gradilištu;
- Procena rizika za sva radna mesta u radnom okruženju;

15.2 U slučaju da dođe do bilo kakve nezgode na gradilištu, treba odmah obavestiti Glavnog Izvođača i Lice za organizovanje bezbednosti i zdravlja na radu usmeno i pisanim putem;

OBAVEZE KOJE SE ODNESE NA ZAŠTITU ŽIVOTNE SREDINE

Član 16.

16.1 Svi troškovi i obaveze Podizvođača vezani za Zaštitu životne sredine su već uključeni u cenu.

16.2 Podizvođač garantuje da će tokom celokupnog perioda izvođenja radova, u potpunosti poštovati sve važeće norme u Republici Srbiji vezane za zaštitu životne sredine. Između ostalog i zakone vezane za prekoračenje buke, stvaranje prašine, čišćenje pneumatika od blata pre izlaska na javni put, odlaganje smeća i otpada, odlaganje opasnog otpada, itd.

RASKID UGOVORA

Član 17.

17.1 Glavni Izvođač može jednostrano raskinuti ovaj Ugovor pismenim obaveštenjem dostavljenim Podizvođaču, koje odmah stupa na snagu, ukoliko ni u dodatnom roku od 15 (petnaest) radnih dana:

- Podizvođač ne otkloni i ne ispravi bilo koji nedostatak u vezi sa kvalitetom ili kvantitetom o čemu ga je Glavni Izvođač obavestio pisanim putem.

- Decision on the appointed manager of the construction site;
- Reports on employees who are trained for health and safety measures on-site (with specific form);
- Reports on employees who work on higher risk workplaces and doctor's certificates for the employees working on the proper;
- Employment Contract or other Act of engagement for employees on site;
- Risk assessment on all workplaces in working environment;

15.2 In case of any accidents that might occur on site, inform immediately, Contractor and the Responsible person for Health and Safety on the Site, verbally and in writing;

OBLIGATIONS CONCERING THE ENVIROMENTAL PROTECTION

Article 16

16.1 All Subcontractor costs and obligations related to environmental protection are already included in the contract unit prices.

16.2 During the entire period of works, the Subcontractor guarantees to fully comply with all applicable standards of the Republic of Serbia regarding Environmental protection. Among others, the law related to exceeding noise, dust generation, cleaning mud from the wheels before leaving the site and going on street road, removal of garbage and waste, hazardous and dangerous waste removal, etc.

TERMINATION OF THE CONTRACT

Article 17

17.1 The Contractor may unilaterally terminate this Contract by written notice, with immediate effect delivered to the Subcontractor if, in additional period of 15 working days, the Subcontractor fails to:

- remove and make good of any of the deficiency notified by the Contractor either related to quality or quantity.
- fails to submit to the Contractor within the agreed timeframe the Performance Guarantee

- Podizvođač ne dostavi Kupcu Garanciju za dobro izvršenje posla u dogovorenom roku,
- Podizvođač povredi druge odredbe ovog Ugovora i ne pristupi otklanjanju pomenutih povreda.

17.2 Glavni Izvođač ima pravo da jednostrano raskine ovaj Ugovor pisanim obaveštenjem sa trenutnim efektom bez perioda za dostavljanje obaveštenja ili bilo koje druge prethodne formalnosti i bez sudske intervencije ako:
- Podizvođač izgubi dozvolu za obavljanje delatnosti
- se smatra da Podizvođač zakonski nije u stanju da plaća svoja dugovanja, ili je ušao u dobrovoljni ili nedobrovoljni stečaj, likvidaciju ili prestanak rada ili postane insolventan ili se nalazi pod prinudnom naplatom.

17.3 Podizvođač može jednostrano raskinuti Ugovor iz sledećih razloga:
- u slučaju da Glavni Izvođač ne izvrši plaćanje Podizvođaču u skladu sa Ugovorom. Podizvođač može umesto raskida Ugovora, obustaviti radove do izmirenja duga;
- u slučaju da Glavni Izvođač ne imenuje lice za overu situacija i potpisivanje Zapisnika o primopredaji ili ne overava situacije u skladu sa odredbama ovog Ugovora;
- u slučaju da Glavni Izvođač ne potpiše Zapisnik o primopredaji u rokovima definisanim ovim Ugovorom;
- u slučaju ako je nad Glavnim Izvođačem bude pokrenut stečajni ili likvidacioni postupak.

KLAUZULA O POVERLJIVOSTI

Član 18.

18.1 Strane će kao poverljive tretirati sve podatke iz Ugovora kao i sve informacije dobijene tokom realizacije Ugovora (uključujući tu i bilo koje i sve informacije iz ili u vezi sa ugovorom o zakupu/prodaji sa postojećim ili potencijalnim zakupcima/kupcima), osim u meri kada je neophodno ispunjenje obaveza iz

- the Subcontractor breaches other provision herein and fails to restore any of said breach.

17.2 The Contractor has the right to unilaterally terminate this Contract by written notice, with immediate effect, without a notice period or any other prior formality and without court intervention if:
- the Subcontractor loses his business license
- it is deemed by the law that the Subcontractor is unable to pay its debts or enters in to voluntary or involuntary bankruptcy, liquidation or dissolution or becomes insolvent or has an execution levied on its goods.

17.3 The Subcontractor may unilaterally terminate the Contract due to the following reasons:
- in case that the Contractor fails to make a payment to the Subcontractor under the Contract. Subcontractor may, instead of terminating the Contract, to suspend the works until debt discharge;
- in case the Contractor does not appoint authorized person for certifying payment certificates or for signing of the Taking Over Certificate or if Contractor does not certify the Payment Certificates pursuant to this Contract;
- in case that the Contractor does not sign Taking Over Certificate within time limits established in this Contract;
- In case of bankruptcy or liquidation proceeding initiated against the Contractor.

CONFIDENTIALITY CLAUSE

Article 18

18.1 Contracting Parties commit to treat all details from this Contract strictly confidential, including any information learnt during its performance (and any information from or related to the rental agreement/sales agreement with existing or potential tenants/purchasers), except when disclosure of such information is required for fulfilment of obligations hereunder or by any existing state regulations. Parties shall not disclose, nor shall

Ugovora ili radi postupanja u skladu sa važećim propisima RS. Strane neće objaviti, niti će dozvoliti da se objave niti će otkriti pojedinosti u vezi sa Radovima u bilo kojem privrednom ili tehničkom listu ili nekom drugom listu bez prethodne saglasnosti druge strane.

MERODAVNO PRAVO I REŠAVANJE SPOROVA

Član 19.

19.1 Na ovaj Ugovor primenjuje se pravo Republike Srbije.

19.2 Bilo koji spor iz ovog Ugovora ili u vezi sa povredom, raskidom ili poništenjem Ugovora biće konačno rešen pred Privrednim sudom u Beogradu.

ZAVRŠNE ODREDBE

Član 20.

20.1 Uvodne odredbe čine sastavni deo ovog Ugovora.

20.2 Podizvođač i Glavni Izvođač će ispunjavati sve zahteve u pogledu poreza i dažbina koje proističu iz ovog Ugovora u skladu sa merodavnim pravom.

20.3 Podizvođač preuzima punu odgovornost za osoblje i mehanizaciju koji će angažovati na realizaciji ovog Ugovora.

20.4 Bilo koje izmene i dopune ovog Ugovora važiće samo ako su sačinjene u formi pisanog aneksa potpisanog od ovlašćenih predstavnika obe Ugovorne strane.

20.5 Ako bilo koja odredba ovog Ugovora jeste ili postane u potpunosti ili delimično nevažeća ili neprimenjiva, to neće uticati na važnost ili biti primenjivo na ostale odredbe. U ovakvom slučaju, Podizvođač i Glavni Izvođač će započeti pregovore bez nepotrebnog kašnjenja u cilju izmena ovog Ugovora, tako da se nevažeće odnosno neprimenjive odredbe zamene odredbama koje su u svojoj suštinskoj nameni najpribližnije nevažećim ili neprimenjivim odredbama.

they allow to be disclosed, any details related to the Works, in any economic or technical magazine or any other magazine without prior consent of the other Party.

APPLICABLE LAW AND DISPUTE RESOLUTION

Article 19

19.1 This Contract is governed by the laws of Republic of Serbia.

19.2 All disputes arising out of this Contract or related to its violation, termination or nullity shall be finally settled by the Commercial court in Belgrade.

FINAL PROVISIONS

Article 20

20.1 Whereas clauses constitute an integral part of this Contract.

20.2 The Subcontractor and the Contractor shall fulfil all the requirements for taxes and duties which arise out of this Contract according to prevailing law.

20.3 The Subcontractor takes full responsibility for staff and equipment that will be engaged by him in the realization of this Contract.

20.4 Any amendment to or modifications of this Contract shall be only valid if made in form of written Addendum signed by authorized representatives of both Parties.

20.5 Should any provision of this Contract be or become wholly or partially invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions. In this event the Subcontractor and the Contractor shall start negotiations without undue delay with a view to amend these Contract so that the invalid or unenforceable provision is replaced by a provision which in its essential purpose comes as close as possible to the invalid or unenforceable provision.

20.6 This Contract and documents stated in the Appendices are deemed to constitute a unique whole, to be mutually explained, and the

20.6 Smatra se da ovaj Ugovor i dokumenti navedeni u Prilogu konstituišu jedinstvenu celinu, da se međusobno objašnjavaju i da se dokumenti koji su uzajamno povezani smatraju dopunom.

20.7 U slučaju nesaglasnosti između odredbi Ugovora i dokumenata u Prilogu, odredbe Ugovora i dokumenti u Prilogu, prioritet se daje odredbama ovog Ugovora, pa Ponudi.

20.8 U slučaju nejasnoća ili razlika u tekstu Ugovora, primeniće se verzija na engleskom jeziku.

20.9 Potpisivanjem ovog Ugovora, Ugovorne strane potvrđuju da su pročitale, razumele i složile se sa ovim Ugovorom i njegovim prilozima bez bilo kakve rezerve.

20.10 Ovaj Ugovor je sačinjen u 2 (dva) istovetna primerka na srpskom i engleskom jeziku, od kojih svaka Ugovorna strana zadržava po 1 (jedan) primerak.

20.11 Prilozi

1. Ponuda Podizvođača br: REF: 2352-PT REV.1 od 19.06.2023. godine;

Za Glavnog Izvođača

Za Podizvođača

documents with mutual spread tend to widen are deemed complement.

20.7 In case that there is non-compliance between the provisions of the Contract and the documents in the Attachment, priority shall be given to the provisions of this Contract, then to the Offer.

20.8 In case of any discrepancy or difference in the text of the Contract, the English version shall prevail.

20.9 By this signature, applied herein below, Parties certify that they read, understood and agree with the Contract and all its appendices, without any reserve or hesitation.

20.10 This Contract is made in 2 (two) identical copies in Serbian and English language, out of which 1 (one) copy for each Party.

20.11 Appendices:

1. Subcontractor's offer no. REF: 2352-PT REV.1 dated June 19, 2023;

For the Contractor

For the Subcontractor

RAILWAY NOVI SAD-VRBAS
PT WORKS
COMMERCIAL OFFER

19.06.2023.

REF: 2352-PT REV 1

ATTENTION
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INITIALS

1. PREAMBLE

The purpose of this document is to define scope for the posttensioning works for concrete bridge construction for China Civil Engineering Construction Corporation, Balkan Ogranak Beograd - CCECC (it will be referred as CONTRACTOR hereafter), in the scope of "High Speed Railway Section Novi Sad - Vrbas – Subotica" (referred as the project), as FREYSSINET proposal for the relevant works with all technical and commercial matters.

Please note that our offer shall be considered as a whole and shall not be split, unless specifically agreed in writing by Freyssinet. All Annexes data should be considered as a part of this offer.

This Offer and the terms and conditions of this Offer are to be considered business secret of Freyssinet group of companies, shall be kept private and confidential and shall not be disclosed to any person except if the explicit prior written consent is provided by Freyssinet or as may be required by the applicable Serbian and French law.

Our offer and in particular our prices and terms and conditions, do not take into account any measures nor impact in connection with Corona Virus. Please be informed that in the event this tender and/or future contract with you in connection with this tender were affected in any way by Corona Virus or measures and/or restrictions in connection therewith, we shall not bear any consequences resulting therefrom unless otherwise previously agreed in writing with you.

Our prices are based on current materials prices and are valid until **30/06/2023.**

2. FREYSSINET

2.1. Company Profile

The Freyssinet Group, a leader in the application of modern construction technologies and post-tensioning techniques, is currently operating with its own companies, partners or agencies in 46 countries and is participating in worldwide prestigious projects with its patented products, techniques, information and experience.

Freyssinet, which is specialized in modern bridge construction and restoration methods with the support of the accumulated knowledge and experience of its partners, has been trying to expand the use of these economically feasible state-of-the-art techniques widely within the region.

Freyssinet is an expert in post-tensioning, a consultant in providing the construction methods and equipment and the main contractor in many repair and restoration projects in this area.

2.2. References

Over the past 10 years, more than 40 bridges in Serbia have been posttensioned by Freyssinet. Some of the important ones of these projects are as follows:

- Highway E763 Belgrade – South Adriatic, section Surcin-Obrenovac,

- Highway E75, section: Caričina Dolina – Vladičin Han, LOT 6: tunnel Manajle – Vladičin Han,
- Highway E763 Belgrade – South Adriatic, section Ljig-Preljina,
- Overpass in Leskovac,
- LOT XIII – Viaduct at Gamzigradska Banja on the road Paraćin – Zaječar,
- Indjija Overpass, Railway Beograd-Novi Sad,
- Sremski Karlovci Overpass, Railway Beograd-Novi Sad,
- Žeželj Overpass, Railway Beograd-Novi Sad,
- Čortanovci Viaduct, Railway Beograd-Novi Sad,
- Batajnica Interchange Viaduct,
- Bridge over Begej in Zrenjanin.
- Stay cable bridge in Podgorica (Montenegro)
- Highway Kičevo – Ohrid (Macedonia)

Freyssinet technology and cable concept, construction methods, surveillance and maintenance methods are renewing themselves in parallel with continuously developing construction technologies. Some of the projects FREYSSINET currently and actively works on are as follows:

- Bridge over river Sava in Sabac
- Bridge over Sava river – Sremska Raca

The unique experience, knowledge and work completion skill of FREYSSINET, will allow the successful completion of the project.

3. INTRODUCTION

Freyssinet post tensioning system has European Technical Approval No. 06/0226 (ETA certificate) which is successfully implemented in numerous projects around the world. All characteristics of system were done according to directives from European Technical Approval (ETAG 013) for „Post Tensioning Kits for Prestressing of Structures“ and they satisfy all requirements from European standard.

4. TECHNICAL PROPERTIES

4.1. General Properties of Bridges

The proposal includes following structures:

- km120+571.31 overpass
- km125+191.62 overpass
- km126+976.1 overpass

4.2. Scope of Proposal

Our offer is based on the documents and specifications provided by the General Contractor and includes the following:

- Supply of post-tensioning materials (anchors, strands and corrugated ducts);
- Rental and transport of equipment;
- Prestressing works;
- Grouting works.

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4.3. Technical Content

4.3.1. Design & Technical Specifications

This proposal is based on the preliminary design package and BoQ provided by the contractor in June 2023 with no associated addendums.

4.3.2. Post Tensioning System

Our proposal is based on the principle that Freyssinet post-tensioning systems which can be used on every strand, and the Freyssinet post-tensioning system contains strand bundles of 15,7 mm diameter (150 mm2) and class of 1860 MPa. The post-tensioning strands to be used in the project comply with European standards EN-10138.

This system is compact and especially suited to such bridges. The Freyssinet post-tensioning system has the European Technical Approval.

5. COMMERCIAL CONDITIONS

5.1. Items to be provided by the Freyssinet

5.1.1. Supply of materials

Our price includes the delivery to the site of the following materials:

Description	Unit	Quantity
Steel strands Ø15,7mm, 150 mm², 1860N/mm² according prEN 10138-3	kg	75,559.00
Steel corrugated ducts Ø60/65 mm	m	10,428.00
7C15 active anchorages with trumplets and wedges	pcs	900
Cement and grouting admixture, as required		

Producer's certificates for delivered materials,

- „Declaration of Conformity" for anchorages,
- Producer certificates for ducts,
- Producer certificates for strands.

5.1.2. Rental of equipment

Our offer is based on rental of the quantities of specific equipment as follows:

Type of equipment	Unit	Quantity
Hydraulic Pump	Unit	1
Jack CC350 equipped for 7C15 system	Unit	1
Strand Pusher	Unit	1
Grout Mixer with Grouting Pump	Unit	1

Freyssinet will provide valid stressing calibration certificates for the stressing equipment.

5.1.3. Prestressing works and grouting works

Freyssinet will supply the service of one Site Manager on site for supervision of the post-tensioning work and one team up to 4 workers for prestressing and grouting works for the estimated project duration of 3 months.

Our offer includes the works on:

- cutting of the strands
- strands installation (Contractor to assist in this activity)
- fixing the anchors blocks and wedges
- prestressing works
- supply and installation of ducts vents
- grouting works

Preparation of the stressing and grouting records is included in price.

5.2. Items to be provided by the Main Contractor

- provision of sufficient and adequate space for Freyssinet site office facilities in the vicinity of the construction site (up to two site office-containers). This shall include provision of electricity. Provision of craneage for hauling, unloading and loading of the equipment.
- provision of sufficient space secured warehouse space well drained and protected from rain and wind for storage of delivered materials and equipment, exterior storage for strand and ducts, with wood frames to support the ducts and roof covered storage for anchorages and equipment,
- provision of adequate access-road for commercial vehicle (24t) load for materials supply to site,
- provision of equipment for unloading, manipulation during works execution at the site and loading of materials (max 3t) and equipment to all working positions and at the storage place,
- provision of local transport of materials from storage/a working position to another working position; Freyssinet will be responsible for local (horizontal) transport of PT equipment.
- provision of electrical power source with adequate connections of sufficient power, directly at the execution works locations (electrical enclosure), and to provide enough lighting at the execution works location in necessary; Freyssinet will be provide power cables from electrical enclosure to PT equipment,
- provision of safe access and working platforms at all working areas of Freyssinet,
- provision and installation of all necessary reinforcement around the tendons and anchorages (bursting and hoop reinforcement around anchorages),
- supply and placing of supports in the reinforcement for the steel corrugated ducts and the steel U bends. Main Contractor is responsible for installation of ducts,
- installation of the corrugated ducts and trumplets and approval of all levels from the Supervisors. Ducts and trumplets are provided by Freyssinet,
- installation of necessary formworks suitable for installation of PT anchors block,
- provision of necessary space for jack installation during post tensioning works,
- provision of cement and grout admixture, as required,
- provision of all control tests of the strands and grout if required on site and/or in laboratory,
- if necessary, to install temporary protection (HDPE hoses which will be supplied by Freyssinet – required for maximum 3 girders) inside the ducts during concreting, and to remove protection from ducts after concreting. If the ducts are blocked during concreting General Contractor is obliged to unblock them before strand installation. In case of damages of ducts by general Contractor or other subcontractors, Freyssinet will be entitled to be paid for additional quantities

of ducts delivered.

- to provide drinking water directly to place for execution of works, for preparation of grouting mixture. To provide suitable chilled clean water for grouting during hot weather,
- heating of the structure if the grouting is required to be performed during the cold days,
- additional manpower to assist the strand preparation and installation and grouting works,
- to provide guard service for stored material and equipment,
- transport and disposal of waste from site,
- provide for and satisfy all requirements requested by the authorities, institutions or others as required to carry out the works.

5.3. Proposal

Our unit price without VAT, for execution of PT works for installation of post tensioning elements and all defined works from this Offer is:

N	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL (EURO)
1.	Supply and delivery of strands according to prEN 10138-3	kg	75.559,00	1,09	82.359,31
2.	Supply and delivery of corrugated ducts Ø60/65 mm	m	10.428,00	1,59	16.580,52
5.	Supply and delivery of anchors, as specified: ✓ 900 pcs of 7C15 anchorage set ✓ Cement and grouting admixture, as required	ls	1	65.023,20	65.023,20
6.	• Rental of equipment as specified in 5.2.2. • Works inclusive of: ✓ cutting of the strands ✓ strand installation (Contractor to assist Freyssinet in this activity) ✓ fixing the anchors blocks and wedges ✓ prestressing works ✓ supply and installation of ducts vents • grouting works	kg	75.559,00	0,79	59.691,61
				TOTAL (EURO)	**223.654,64**

Price of the strands given in this offer will be revised according to the price escalation of the raw material on the world market.

If the actual works duration exceeds estimated period in agreed Program of Works, Freyssinet will be entitled to charge a rental of prestressing and grouting equipment, as well as for additional costs for supervision and manpower.

5.4. General Conditions

IPCs will be calculated in EURO, and payment will be executed in RSD, using the selling exchange rate of the National Bank – Republic of Serbia's on the date of issuing.

Within 4 weeks from signing the contract Freyssinet will deliver bank guarantees issued by the Bank in Serbia for advance payment, performance bond and retention bond. Our offer doesn't include retention money.

General Contractor's responsibility is to provide payment from the Client. Payment to Freyssinet will not depend on payment from the Client to General Contractor, because the reasons for non-payment from Client to General Contractor is not under control of Freyssinet.

Our price doesn't include any costs, taxes and other obligations imposed by the side of local authorities. Our price doesn't include any costs for electricity, water, waste disposal and transport, site security or any other services and goods or site overheads.

All the insurance from the risk and other insurances, according to the main contract General Contractor should provide. General Contractor should provide Contractor's All Risks (CAR) Insurance Policy without any costs for Freyssinet. Freyssinet will provide General Third-Party Liability Insurance and Products Liability Insurance and Personnel Insurance for its employees.

If any of the above is requested from Subcontractor but not included in our Offer, the price will be adjusted accordingly.

Warranty period for the Works shall be 2 years from the day of execution of the Taking-Over Certificate by Client and Contractor.

5.5. Payment Conditions

5.5.1. Advance Payment

Advance Payment – 30% of total work order amount after contract signature, for procurement of material and mobilization on site.

5.5.2. Interim Payment Conditions

Interim payment – as per monthly invoice, not later than 30 days after submission of invoice.

5.6. Delivery time

Delivery of first shipments of materials (anchors, ducts and strands) and equipment within 4 to 8 weeks after contract signature and advance payment is received (except August and Christmas holidays).

5.7. Other Conditions

5.7.1. Occupational Health & Safety – Occupational Safety Criteria

Our proposal is based on the principle that all our staff and equipment will be provided with workplace safety in and around the construction site and will never be vulnerable to any occupational health and safety hazards.

Freyssinet reserves the right to take the necessary measures to eliminate the risks arising from the hazards that are exposed if the health and safety requirements of the Contractor are not provided properly, by reflecting the amount of the trade allowance to the Contractor.

6. APPENDIXES

Annex 1: Freyssinet PT system European Technical Assessment ETA 06/0226

Annex 2: Certificate of Constancy of Performance

Annex 3: Declaration of Performance

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Annex 1: Freyssinet PT system European Technical Assessment ETA 06/0226

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Cerema

Direction technique
Infrastructures de transport et matériaux

Cerema ITM
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Tel: +33 160 523 131
Web: www.cerema.fr

Designated according to Article 29 of Regulation (EU) No 305/2011

Member of EOTA
www.eota.eu

European Technical Assessment ETA 06/0226 of 09/03/2018

Technical Assessment Body issuing the ETA: Cerema	
Trade name of the construction product	**Système Freyssinet** Freyssinet system
Product family to which the construction product belongs	16 - Post-tensioning kit for prestressing of structures
Manufacturer	SOLETANCHE FREYSSINET 280 avenue Napoléon Bonaparte F-92500 Rueil-Malmaison
Manufacturing plant	FPC Z.A. du Monay-Saint Eusèbe F-71210 SAINT EUSÈBE
This European Technical Assessment contains	110 pages including 53 pages of Annexes which form an integral part of this assessment.
This European Technical Assessment is issued in accordance with Regulation (EU) No 305/2011, on the basis of	ETAG 013, Edition June 2002, Post-Tensioning Kits for Prestressing of Structures used as European Assessment Document
This ETA replaces	ETA 06/0226, issued on 28/06/2013

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Annex 2: Certificate of Constancy of Performance

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ASQPE

CERTIFICATE OF CONSTANCY OF PERFORMANCES

No. 1683 - CPR - 0048

CE

(English translation, the original version is in French)

PRESTRESSING POST-TENSIONING SYSTEMS

Certificate of constancy of performances issued by the Notified Body :
ASQPE
Identification Number : 1683
Address : ASQPE 1 rue Gaston Boissier 75724 Paris Cedex 15

Kit manufacturer : SOLETANCHE FREYSSINET
ETA No - 06/0226 issued by CEREMA on 09 Mars 2018

Manufacturing plant : FPC
Address : Z.A.du Monay-Saint-Eusèbe F-71210 SAINT EUSÈBE

Certified Product : FREYSSINET System

In compliance with Regulation 305/2011/UE of the European Parliament and of the Council of 9 March 2011 (the Construction Products Regulation or CPR), it has been stated that :

the prestressing by post-tensionning FREYSSINET system
produced by FPC

have been submitted to the initial type-testing and that the manufacturer performs the continuous surveillance of the factory production.

The Notified Body ASQPE has realized the initial inspection of the factory and has controled the factory production continuous surveillance. This certificate attests that all provisions concerning the attestation of the factory production under système 1+ described in the ETA-06/0226 were applied and that the product fullfills all the prescribed requirements.

This certificate is issued on 13 June 2018 and, except withdrawal or suspension, remains valid as long as the conditions laid down in the harmonised technical specification in reference or the manufacturing conditions of the factory or the FPC itself are not modified significantly.

Issued in Paris, on 13/06/2018

the ASQPE President
ASQPE
Jacky SEANTIER

cofrac
CERTIFICATION DE PRODUITS ET SERVICES
ACCRÉDITATION N° 5-0043
PORTÉE DISPONIBLE SUR WWW.COFRAC.FR

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ASQPE (Association Pour la Qualification de la Précontrainte et des Equipements des Ouvrages et de Génie Civil)
1 rue Gaston Boissier- 75724 Paris cedex 15 - Tél: 33 (0)1 40 43 38 24 - Fax: 33 (0)1 40 43 38 51

Definition of the FREYSSINET Post-Tensioning System

refer to article 1.2 of European Technical Assessment No ETA-06/0226 (version of 09/03/2018)

Essential characteristics	Performance	Harmonised technical specification
Resistance to static load	Satisfaction of acceptance criteria given in paragraph 6.1.1-I of ETAG 013	ETA 06/0226 according to ETAG 013
Resistance to fatigue	Satisfaction of acceptance criteria given in paragraph 6.1.2-I of ETAG 013	ETA 06/0226 according to ETAG 013
Load transfer to the structure	Satisfaction of acceptance criteria given in paragraph 6.1.3-I of ETAG 013	ETA 06/0226 according to ETAG 013

cofrac
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Annex 3: Declaration of Performance

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FPC

DECLARATION OF PERFORMANCE
N° : DOP 0101-2
ACCORDANCE WITH THE REQUIREMENTS OF REGULATION (UE)
N ° 305/2011 ANNEX III

CE 07

Identification — Points 1 - 2

FREYSSINET - C RANGE - POST-TENSIONING KIT

Use — Point 3

POST-TENSIONING KIT FOR NEW STRUCTURES, REPAIR AND STRENGTHENING OF EXISTING STRUCTURES BY:

- INTERNAL (Bare or TGG grouted strand) POST-TENSIONING.
- EXTERNAL POST-TENSIONING

Manufacturer — Point 4

FREYSSINET INTERNATIONAL ET CIE
280 avenue Napoléon Bonaparte CS 60002
92506 RUEIL MALMAISON
France

Representative of the manufacturer — Point 5

FREYSSINET PRODUCTS COMPANY (FPC)
ZA du Monay - BP 18
71210 Saint Eusèbe
France

Systems — Point 6

The system evaluation and verification of the constancy and performance of construction products, is in accordance to annex V :	System 1+

Declaration of performance covered by a harmonized standard — Point 7

NON APPLICABLE

Declaration of performance covered by an european technical evaluation delivered — Point 8

The product falls within the scope of the European Technical Assessment ETA-06/0226 of 09/03/2018

The ASQPE, notified inspection and certification in 1683-CPR-0048 organization, conducted according to the system 1 +,

Initial inspection of the control system for factory production, monitoring and evaluation.

continuous assessment of factory production control and the issued certificates of conformity

control of the factory production n° ETA : ETA-06/0226 of 09/03/2018 on the bases of the ETAG 013

Declared performance — Point 9

Essential caracteristic	Performance	Harmonised Technical Specifications
Resistance to static charge	>95% Fr , 2% elongation of rupture under F max/65% FR	ETAG 013 ETA-06/0226 of 09/03/2018
Resistance to strain	80 MPa sur $2x10^6$ cycles	
Charge transfer	≥ 1,1 FRG	
Isolated posiension	>95% Fr	
Cryogenic posiension	>95% Fr	

Manufacturer declaration — Point 10

The performance of the product identified in points 1 and 2, are in accordance with the declared performances indicated in point 9

This declaration of performance is issued by the identified manufacturer and under his responsibility only point 4.

Signed by FPC for and on behalf of the manufacturer : O FORGET
Function : Directeur Général
Made in Saint Eusèbe the : 28/06/2019

DOP 0101-2 E